

AGREEMENT BETWEEN
THE
CITY OF HACKENSACK



AND
HACKENSACK WHITE COLLAR EMPLOYEES
OPEIU, LOCAL 32
FOR THE PERIOD
JANUARY 1, 2008 to DECEMBER 31, 2011

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Preamble	1
1	General/Public Employees	1
2	Recognition	1
3	Wages	1
4	Longevity	2
5	Work Week Schedule	3
6	Hours of Work	4
7	Overtime	4
8	Education	5
9	Recall/Beepers	5
10	Protective Gear	6
11	Holidays	6
12	Vacations	7
13	Personal Day	8
14	Sick Leave	9
15	Health Benefits Insurance Program	10
16	Retirement Leave/Buy Back Provision	22
17	Injury Leave	24
18	Military Leave	25
19	Funeral Leave	26
20	Leaves of Absence Without Pay	27
21	Jury Duty & Emergency Leave	27
22	Grievance Procedure	28

23	Work Stoppages	29
24	Management Rights	30
25	Dues Deductions/Agency Shop	30
26	Union Activities	31
27	Notification of Open/Promotional Positions	31
28	Severability and Savings	32
29	Duration	32
30	Signatures	33
31	Appendix A – Salaries	34

PREAMBLE

THIS AGREEMENT entered into this day of 200__, by and
between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the "City", and
the **HACKENSACK WHITE COLLAR EMPLOYEES, OPEIU, LOCAL 32**, hereinafter
referred to as the "Union".

ARTICLE 1 – GENERAL/PUBLIC EMPLOYEES

1.1 GENERAL

In order to increase general efficiency of the **Hackensack White Collar Employees**, to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well-being, and sincerity of the Unit, the City and the Union hereby agree as follows:

1.2 PUBLIC EMPLOYEES

The Union and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2 – RECOGNITION

2.1 The City of Hackensack hereby recognizes the OPEIU, Local 32, as the sole and exclusive representative of all employees identified on the PERC Certification of Representatives, Docket No. RO-98-36, dated December 12, 1997 with the exception of all temporary and seasonal employees.

ARTICLE 3 – WAGES

3.1 The annual base salary increase for all employees covered by this Agreement shall be set forth in Appendix A.

3.2 A pro-rata base salary increase, based upon full months of service, shall be granted to employees hired during the preceding calendar year.

3.3 Any employee who is assigned by his/her Department Head on a full-time basis to replace an employee in a higher classification who is absent for other than vacation or is no longer employed by the City, and who works in said higher classification on a full-time basis for fourteen (14) or more consecutive calendar days, shall receive an adjustment in pay equal to five percent (5.0%) of his/her base salary. Said pay adjustment shall be computed from the first day worked in the higher classification.

3.4 Minimum salaries shall be increased pursuant to an equalized dollar value determined by the City Manager.

3.5 This City shall have the right to award merit increases based on performance, which shall be non-grievable.

ARTICLE 4 – LONGEVITY/FLOATING HOLIDAY

4.1 No employee shall be entitled to longevity under this collective bargaining agreement.

4.2 The date for the observation of Lincoln's Birthday Holiday shall become a workday in exchange for a "Floating Holiday".

4.3 This Floating Holiday:

- a) Must be used before the next Lincoln's Birthday is observed;
- b) Shall be scheduled for use in the same manner utilized to schedule a vacation day in the employee's respective department;
- c) Shall not be reimbursed to an employee if unused upon either retirement or termination. Upon death this unused day shall be paid to the employee's estate.

4.4 New employees hired subsequent to the date of Lincoln's Birthday observance shall not be entitled to the Floating Holiday for that calendar year.

ARTICLE 5 – WORK WEEK SCHEDULE

5.1 The following is an inventory of the established workweek for the various City functions. Procedurally, for the purposes of computing overtime, the workweek shall commence on Sunday and terminate at Midnight on the subsequent Saturday, and approved paid leaves of absence shall be considered as days worked.

<u>DEPARTMENT/FUNCTION</u>	<u>ESTABLISHED WORKWEEK</u>
City Clerk	35 Hours
City Manager – Clerical	35 Hours
Community Affairs – Administration & Clerical	35 Hours
Community Affairs – Inspectors	37-1/2 Hours
Courts/Violations	35 Hours
Financial Administration	35 Hours
Fire – Administration	42 Hours
Fire – Clerical	35 Hours
Health	35 Hours
Personnel	35 Hours
Police – Administration	40 Hours
Police – Clerical	35 Hours
Police – Family Counselor	40 Hours
Police – Public Parking System	40 Hours
Public Works – Administration	40 Hours
Public Works – Clerical	35 Hours
Public Works – Supervisors/Foremen	40 Hours
Recreation	35 Hours
Sanitation Superintendent and Inspectors	40 Hours

Tax Assessor	35 Hours
Tax Collector	35 Hours
Welfare	35 Hours
Department Not Listed	40 Hours

5.2 In the event that a new department is created in which any employee therein are deemed to be part of the **White Collar Unit**, their terms and conditions of employment shall be negotiated with the Union.

ARTICLE 6 – HOURS OF WORK

6.1 The recognized hours of work per week for all covered employees in effect on January 26, 1990 shall remain the same during the term of this Agreement.

6.2 Accordingly, all covered employees shall have a work week of thirty-five (35) hours or greater with the exception of the following three (3) employees:

Cohen, Karen

Lomia, Diane

McIntyre, Peggy

6.3 The hours of work for all new hires covered by this Agreement shall be in accordance with the departmental workweek schedule outlined herein; however in no case shall the work week for new hires be less than thirty-five (35).

ARTICLE 7 – OVERTIME

7.1 Employees who are directed to work in excess of their established work week, as established per Article 5.1 shall be compensated on the basis of one and one-half (1 ½) times their current hourly ***rate** for all excess hours worked per work week. Time and one-half (1 ½) shall be the maximum allowable premium rate of pay in all circumstances.

7.2 All overtime must be approved by the Department Supervisor or City Manager prior to its incurrence unless emergent circumstances prevent this from happening, and must be recorded

weekly on forms provided by the City Manager. The employee may elect to take time off at a 1:1 ½ basis in lieu of payment for this overtime; however, accumulated compensatory time off cannot exceed thirty (30) overtime hours. Compensatory time may only be taken by the employee if his/her work schedule permits and his/her supervisor approves. Accumulated compensatory time in excess of thirty (30) overtime hours shall be purchased by the City at the current hourly *rate of the employee or the City Manager can require the time be taken off in lieu of making the requested payment.

7.3 Employees who are assigned dual titles and/or responsibilities involving extra hours and who receive a stipend for such extra hours shall not be entitled to receive credit for such extra hours in computation of overtime.

***Hourly rate is calculated as the employee's weekly base divided by the established work week as defined herein.**

ARTICLE 8 – EDUCATION

8.1 Education allowance for job related courses shall be permitted in any approved college, university or high school when approved in advance in writing by the City Manager. For those employees taking high school courses, such courses shall be taken at Hackensack High School. Payment of the tuition shall be made to the student upon successful completion of the course. Successful completion shall be defined as either a "C" or better in an "A through F" grade course or a "Pass" in "Pass/Fail" courses.

8.2 The City shall continue to pay for educational courses relating to the course of work and/or maintenance of the job.

ARTICLE 9 – RECALL/BEEPERS

9.1 Whenever any member of the bargaining unit is recalled to perform work during a period that is not contiguous to his regularly scheduled work, he/she shall be guaranteed pay for a

period of two (2) hours. The City shall have the option of relieving any employee so recalled from remaining at work for the two (2) hour period.

9.2 The City may provide "Beepers" to the Health, Welfare and Municipal Court to be used by employees. The employees who voluntarily choose to carry beepers may continue to do so, while off duty.

ARTICLE 10 – PROTECTIVE GEAR

10.1 In the event Inspectors are required to work in situations that require boots, coveralls, hard hats or lab coats, the City will provide the same upon written request of the employee.

ARTICLE 11 – HOLIDAYS

11.1 The following days are recognized as paid holidays for the purposes of this Agreement:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

July 4th

Labor Day

Columbus Day

Election/General/November

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas

11.2 If any holidays fall on a Sunday, the Monday after shall be considered and recognized as the holiday for the purposes of this Agreement.

11.3 If any holiday falls on a Saturday, the Friday before shall be considered and recognized as the holidays for the purposes of this Agreement.

11.4 An employee is scheduled to work on a holiday and fails to report to work on said holiday shall not receive any pay for that holiday; however, if the employee's failure to work is the result of leave permitted under the terms of this Agreement, he/she shall receive one (1) day's pay only, which shall be for the one (1) day permitted leave. If said employee calls in sick on a holiday, he/she shall receive one (1) day's pay only, which shall be before the one sick day.

11.5 In the event that an employee is required to work on a designated holiday, said employee shall be paid for all hours worked on the holiday at the total rate of two and one-half (1 ½) times pay.

11.6 Effective January 1, 2009, Lincoln's Birthday shall be eliminated and the provisions of Article 4 shall apply. Furthermore, Washington's Birthday shall be changed to President's Day.

ARTICLE 12- VACATIONS

12.1 All full-time employees covered by this Agreement shall be granted vacation leave based upon the following from date of hire:

<u>Years Service by December 31</u>	<u>Vacation Days Earned</u>
First Year	1 day per full month
1 – 2	12
3 – 4	13
5 – 9	14
10 – 14	16
15 – 19	18
20 – 24	21

25 – 29	23
30 +	26

12.2 Administrative Provisions:

- (a) Vacation leave must be earned before it can be taken. Vacation leave earned in one (1) year can only be taken after January 1, of the next year, and must be taken before December 31st of the subsequent year or forfeited. A newly hired employee may request to receive up to five (5) vacation days with pay during his/her first calendar year of employment with specific approval of the City Manager. Any vacation leave so utilized will be charged against the employee's total vacation leave accrual.
- (b) An employee shall be paid for earned but unused and unforfeited vacation leave upon termination of employment if proper notice is given. Two (2) weeks notice is considered proper.
- (c) If an employee is on a leave of absence without pay for more than two (2) weeks in any month, he/she does not earn vacation leave for that month, except in the case of military leave with pay.
- (d) An employee on an approved leave of absence with pay status will continue to accrue vacation leave, according to his/her length of service and regular work schedule.
- (e) Nothing contained in this Article shall be deemed to interfere with the right of management to either cancel a vacation or to change the time for the taking of same where the interests of the department so dictate.

ARTICLE 13 – PERSONAL DAY

- 13.1 One (1) personal day off with pay shall be granted to all full-time members of the bargaining unit to be used within that calendar year.

- a. This personal day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Department Head. This day shall not be used before or after a scheduled vacation period or a legal holiday as defined herein.
- b. A first year employee shall be eligible for this benefit only upon completion of six (6) continuous months of employment.
- c. The City will not reimburse an employee for an unused personal day upon termination of employment or retirement. In the event of an employee's death, his/her estate shall receive pay for his/her unused personal day.

ARTICLE 14 – SICK LEAVE

14.1 Sick Leave entitlement for all full-time employees shall be fifteen (15) days per year accumulative to be used for non-occupational injuries and illnesses. Sick leave in the first year of a full-time employee's employment with the City shall be accrued at one (1) day per month and one and one-quarter (1 ¼) days per month for every year thereafter, accumulative to be used for all non-occupational injuries and illnesses.

14.2 When an employee does not report for duty for a period of greater than two (2) days or totaling more than ten (10) days, in an eight (8) month period because of sickness, he/she shall show proof of his/her inability to work by submitting to the employee's supervisor, if requested, a certificate signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates a leave is requested, physically able to perform any duty connected with his/her job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to an examination by a physician appointed by the City to substantiate such illness.

14.3 In order to receive compensation while absent on Sick Leave, the employee shall notify his supervisor within one (1) hour after the time set for him to begin his daily schedule. An employee who is absent for five (5) consecutive days or more and does not notify his Department

Head on any of the first five (5) days will be subject to dismissal in accordance with the New Jersey Department of Personnel rules.

14.4 Sick leave with pay will not be allowed under the following conditions:

- a) If the employee, when under medical care, fails to carry out the order of the attending physician.
- b) If, in the opinion of the assigned physician, the employee is ill or disabled because of self-inflicted wounds, self-inflicted intoxication or the use of habit forming drugs.
- c) Sick leave shall not be allowed for such things as ordinary dental or vision care or for non-medical professional services.
- d) More than two (2) consecutive days sick without a doctor's certification.
- e) More than ten (10) accumulated sick leave day in an eight (8) month period, without a doctor's certification.

ARTICLE 15 (a) – HEALTH BENEFITS INSURANCE PROGRAM

(Effective January 1, 2003 to December 31, 2003)

15.1(a) The City shall provide all full-time members covered by this Agreement and eligible members of their families' medical coverage as follows:

- A. Hospitalization, Major Medical and Rider "J" or its equivalent.
- B. (1) Hospitalization coverage for all member retirees (see definition of retiree below) and eligible members of their families to commence at age fifty-five (55) until such time as he/she becomes eligible for Medicare.
- (2) Employees who are forced to submit for an ordinary disability pension must have been employed ten (10) or more years to be eligible for this benefit except for accidental disability pension which has no requisite time requirement.

- (3) At age sixty-five (65), coverage for employees (not spouse or eligible members of their family), Medicare only.
- C. Each retiree shall be responsible to notify the City in writing when he/she becomes age sixty-five (65) for the inclusion in the subject insurance coverage.
- D. Definition:

Retiree/Retirement – A full-time employee of the City of Hackensack whose application for retirement has been approved by the applicable State Retirement System (P.E.R.S. or P.F.R.S.), and receives retirement income from the retirement system. “Deferred Retirements” as defined by the applicable State Retirement System shall not be included in this definition.

15.2(a) The City shall provide several H.M.O. medical benefit plans which can be selected annually by an eligible employee in lieu of the indemnity plan outlined above. An employee selecting an H.M.O. plan shall reimburse the City through periodic payroll deductions, one (1) month in advance, for the cost differential in those cases wherein the H.M.O. cost exceeds the indemnity plan.

15.3(a) The City and the Members of the Union shall provide a Dental Benefit Insurance Program during the term of this Agreement Sponsored by Delta Dental Insurance to a maximum of One Thousand Five Hundred (\$1,500.00) Dollars per year per patient, together with orthodontic coverage not to exceed Eight Hundred (\$800.00) Dollars per patient, under the age of eighteen (18), lifetime, subject to the following conditions:

- a. The City shall pay the lesser of fifty (50%) percent of the enrollee's annual premium or One Hundred Fifty (\$150.00) Dollar (pro rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b. It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at

future annual enrollment dates, an employee may voluntarily terminate his/her enrollment. Re-enrollment shall be permitted at the next annual enrollment date; however, no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.

- c. Part-time and seasonal employees shall not be eligible for this insurance.
- d. Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company, provided however, that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e. The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and received a bi-weekly pay check.
- f. Once enrolled, the employee may not voluntarily change his/her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bonafide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g. All enrollees shall pay their share of the monthly premium via payroll deductions, which shall be withheld and paid one (1) month in advance of coverage.
- h. Each employee or retiree is responsible to notify the City Manager or designee within twenty (20) calendar days of any qualifying events regarding the group medical and dental plans. A qualifying event is:
 - 1. Marriage
 - 2. Divorce
 - 3. Birth
 - 4. Death
 - 5. Emancipation of Dependent
 - 6. Adoption
 - 7. 65th Birthday

Failure to immediately notify the City Manager or designee will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

ARTICLE 15(b)-HEALTH BENEFITS INSURANCE PROGRAM-INDEMNITY-PLAN A

(Available only to eligible union members hired on or before December 31, 2003)

15.1(b) Effective January 1, 2004, all eligible Union members covered by this Agreement and eligible members of their families plus all eligible retirees* with a retirement date subsequent to January 1, 2004 and eligible members of their families shall be entitled to the following coverage until the demise of the Association member:

*Eligible retiree shall be any Union member who has 25 years service credit with the City and has been accepted by the PERS as a retiree subsequent to January 1, 2004 and continues to receive benefits under Special, Ordinary, Disability or Accidental Disability Retirement. The 25-year service credit is waived for disability retirees.

	<u>EMPLOYEE</u>	<u>SPOUSE</u>		<u>ELIGIBLE DEPENDENT</u>		
Employee		BC/BS(1)		BC/BS(1)	BC/BS(1)	
Status	<u>Covered</u>	<u>Deductible</u>	<u>Covered</u>	<u>Deductible</u>	<u>Covered</u>	<u>Deductible</u>
Active	Yes	250	Yes	250	Yes	250
Retiree-Medicare Ineligible (2)	Yes	250	Yes	250	Yes	250
Retiree-Medicare Eligible (3)	Yes	250	Yes	750	Yes	750

(1) Not applicable if covered by a POS.

(2) Deductible of Two Hundred Fifty (\$250.00) Dollars per single person per calendar year. Deductible of Five Hundred (\$500.00) Dollars per family per calendar year (two (2) persons must satisfy a separate deductible).

(3) BC/BS only. POS coverage not provided.

15.2(b) Association members who retired prior to January 1, 2004 shall continue to receive the benefits provided by the applicable contract when they retired.

15.3(b)A retiree who:

1. is covered by the City's Health Benefit Insurance Program and
2. is actively employed by another employer and
3. is covered by his current employer's Health Insurance Program,

shall submit all medical claims first to his/her current employer's Health Benefit Insurance Program as his/her "Primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.

15.4(b)All coverage's provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverages.

15.5(b)All Retirees (retired after January 1, 2004) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverage's to be eligible for coverage's provided by the City. The City shall reimburse each retiree for his/her Medicare Part B cost each December provided the retiree submits a copy of his/her Medicare Card to the Chief Financial Officer, 65 Central Avenue, Hackensack, New Jersey 07601, prior to the year end wherein he/she becomes Medicare eligible.

15.6(b)HMO coverage is not available to Medicare eligible retirees or spouse.

15.7(b)The City and Members of the Union shall provide a Dental Benefit Insurance Program to a maximum of One Thousand Five Hundred (\$1500.00) Dollars per year per patient during the term of this Agreement together with orthodontic coverage not to exceed Eight Hundred (\$800.00) Dollars per patient, under the age of eighteen (18) lifetime, subject to the following conditions:

1. The city shall pay the lesser of fifty (50%) percent of the enrollee's annual premium or One Hundred Fifty (\$150.00) (pro-rate for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.

2. It is understood and agreed that no employee shall be obligated to participate in said Program. Once enrolled, at the inception of the program or subsequently at future annual enrollment dates, an employee may voluntarily terminate his/her enrollment. Re-enrollment shall be permitted at the next annual enrollment date; however, no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.
3. Part-time and seasonal employees shall not be eligible for this insurance.
4. Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
5. The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
6. An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

15.8(b) Each employee or retiree is responsible to notify the City Manager or designee within twenty (20) calendar days of any qualifying events regarding the group medical and dental plans. A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager or designee will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

ARTICLE 15(c)-HEALTH BENEFIT INSURANCE PROGRAM-INDEMNITY-PLAN B

(Available only to eligible union members hired on or after January 1, 2004)

15.1(c) Effective January 1, 2004, all eligible Union members covered by this Agreement and eligible members of their families plus all eligible retirees* with a retirement date subsequent to January 1, 2004 and eligible members of their families shall be entitled to the following coverage until the demise of the Association member:

*Eligible retiree shall be any Union member who has 25 years service credit with the City and has been accepted by the PERS as a retiree subsequent to January 1, 2004 and continues to receive benefits under Special, Ordinary Disability or Accidental Disability Retirement. The 25-year service credit is waived for disability retirees.

	<u>EMPLOYEE</u>		<u>SPOUSE</u>		<u>ELIGIBLE DEPENDENT</u>	
<u>Employee Status</u>	<u>Covered</u>	<u>BC/BS(1) Deductible</u>	<u>Covered</u>	<u>BC/BS(1) Deductible</u>	<u>Covered</u>	<u>BC/BS(1) Deductible</u>
Active (2)	Yes	250/500	Yes	250/500	Yes	250/500
Retiree-Medicare Ineligible (2)	Yes	250/500	Yes	250/500	Yes	250/500
Retiree-Medicare Eligible (3)	Yes	250/500	Yes	750/1500	Yes	750/1500

- (1) Not applicable if covered by an P.O.S.
- (2) Deductible of \$250/500 per single calendar year. Deductible of \$500/1,000 per family per calendar year (two persons must satisfy a separate deductible).
- (3) BC/BS only. P.O.S. coverage not provided.

15.2(c) Association members who retired prior to January 1, 2004 shall continue to receive the benefits provided by the applicable contract when they retired.

15.3(c) A Retiree who:

- 1. is covered by the City's Health Benefit Insurance Program and

2. is actively employed by another employer and
3. is covered by his current employer's Health Insurance Program

shall submit all medical claims first to his current employer's Health Benefit Insurance Program as his "Primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.

15.4(c) All coverage's provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverage's.

15.5(c) All Retirees (retired after January 1, 2004) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverage's to be eligible for coverage's provided by the City. The City shall reimburse each retiree for his/her Medicare Part B cost each December provided the retiree submits a copy of his/her Medicare Card to the Chief Financial Officer, 65 Central avenue, Hackensack, New Jersey, 07601, prior to the year end wherein he/she becomes Medicare eligible.

15.6(c) HMO coverage is not available to Medicare eligible retirees or spouse.

15.7(c) The City and the Members of the Union shall provide a Dental Benefit Insurance Program during the term of this Agreement to a maximum of One Thousand Five Hundred (\$1500.00) Dollars per year per patient together with orthodontic coverage not to exceed \$800 per patient, under the age of eighteen (18) lifetime, subject to the following conditions:

1. The City shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro-rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
2. It is understood and agreed that no employee shall be obligated to participate in said Program. Once enrolled, at the inception of the program or subsequently at future annual enrollment dates, an employee may voluntarily terminate his/her enrollment. Re-enrollment shall be permitted at the next annual enrollment dates

however, no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.

3. Part-time and seasonal employees shall not be eligible for this insurance.
4. Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
5. The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
6. An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

18.8(c) Each employee or retiree is responsible to notify the City Manager or designee within twenty (20) calendar days of any qualifying events regarding the group medical and dental plans. A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager or designee will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

ARTICLE 15 (d) HEALTH BENEFITS INSURANCE PROGRAM – H.M.O. PLAN A

(Available only to eligible Union members hired on or before December 31, 2003)

15.1(d)All eligible members covered by this Agreement and eligible members of their families, excluding retirees, shall be eligible to select H.M.O. Plan A coverage with co-pays as shown below:

<u>Service</u>	<u>Plan A – Co-pay</u>
PCP	- 0 -
Specialist	- 0 -
Hospital Services	- 0 -
ER Services	- 0 -
Inpatient Hospital	- 0 -

15.2(d)Eligible employees who have selected HMO-Plan A and have greater than twenty-five (25) years service credit with the City must enroll in the Indemnity Plan A or B effective upon their retirement date. The HMO plan will not accept retirees.

15.3(d)The City and the Members of the Union shall provide a Dental Benefit Insurance Program during the term of this Agreement to a maximum of One Thousand Five Hundred (\$1500.00) Dollars per year per patient together with orthodontic coverage not to exceed Eight Hundred (\$800.00) Dollars per patient, under the age of eighteen (18) lifetime, subject to the following conditions:

1) The City shall pay the lesser of fifty (50%) percent of the enrollee's annual premium or One Hundred Fifty (\$150.00) (pro-rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.

2) It is understood and agreed that no employee shall be obligated to participate in said Program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment dates, an employee may voluntarily terminate his enrollment. Re-enrollment shall be permitted at the next annual enrollment date; however, no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.

- 3) Part-time and seasonal employees shall not be eligible for this insurance.
- 4) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- 5) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the city and receives a bi-weekly pay check.
- 6) An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

15.4(d) Each employee or retiree is responsible to notify the City Manager or designee within twenty (20) calendar days of any qualifying events regarding the group medical and dental plans. A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager or designee will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

ARTICLE 15 (e) HEALTH BENEFITS INSURANCE PROGRAM-H.M.O-PLAN B

(Available only to eligible Union members hired on or after January 1, 2004)

15.1(e) Effective January 1, 2004, all eligible Union members covered by this Agreement and eligible members of their families, excluding retirees, shall be eligible to select H.M.O. Plan B coverage with co-pays as shown below:

<u>Service</u>	<u>Plan A – Co-pay</u>
PCP	\$15.00
Specialist	\$25.00

Hospital Services	\$75.00
ER Services	\$75.00
Inpatient Hospital	\$300.00

15.2(e) Eligible employees who have selected HMO-Plan B and have greater than twenty-five (25) years service credit with the City must enroll in the Indemnity Plan A or B effective upon their retirement date. The HMO plan will not accept retirees.

15.3(e) The City and the Members of the Union shall provide a Dental Benefit Insurance Program during the term of this Agreement to a maximum of One Thousand Five Hundred (\$1500.00) Dollars per year per patient together with orthodontic coverage not to exceed Eight Hundred (\$800.00) Dollars per patient under the age of eighteen (18) lifetime, subject to the following conditions:

- 1) The City shall pay the lesser of fifty (50%) percent of the enrollee's annual premium or One Hundred Fifty (\$150.00) (pro-rata for mid-year enrollees) and the enrollee shall pay the balance through periodic deductions.
- 2) It is understood and agreed that no employee shall be obligated to participate in said Program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment dates, an employee may voluntarily terminate his enrollment. Re-enrollment shall be permitted at the next annual enrollment date; however, no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.
- 3) Part-time and seasonal employees shall not be eligible for this insurance.
- 4) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- 5) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.

6) An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

15.4(e) Each employee or retiree is responsible to notify the City Manager or designee within twenty (20) calendar days of any qualifying events regarding the group medical and dental plans.

A qualifying event is:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65th Birthday

Failure to immediately notify the City Manager or designee will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

ARTICLE 16 – RETIREMENT LEAVE/BUY BACK PROVISION

16.1 Upon retirement, as defined below, the employee shall, or upon death the employee's estate, shall receive payment for accumulated unused sick leave as prescribed herein and for all accumulated, unused and unforfeited vacation, holiday and compensatory leave. A City retiree shall receive payment for his/her accumulated unused sick leave as follows:

- a. Any employee hired on or before December 1, 1987 shall be paid one hundred (100%) percent of his/her accumulated unused sick leave without limit.
- b. Any employee hired after December 1, 1987 shall be paid seventy-five (75%) percent of his/her accumulated unused sick leave, not to exceed fifty (50%) percent of his/her final salary as defined below.
- c. For purposes of computing the retirement leave benefit based upon sick days, such sick days shall be paid at the rate of 1/260 times the retiree's final annual salary defined below.

d. Definitions:

Retiree/Retirement – An employee of the City of Hackensack whose application for retirement has been approved by the applicable State Retirement System (P.E.R.S. or P.F.R.S.), and receives retirement income from the retirement system. “Deferred Retirements” as defined by the applicable State Retirement System shall not be included in this definition.

Final Annual Salary – The summation of the base salary, longevity and education.

- e. Any employee hired on or after January 1, 2009 shall be eligible for retirement sick leave pay at fifty (50%) percent of accumulated unused sick leave, not to exceed Ten Thousand (\$10,000.00) Dollars.
- f. For purposes of salary buy back provisions, salary shall be based on the employee’s annual salary effective upon termination, exclusive of stipends payable annually and/or payable at year’s end.

16.2 The City of Hackensack may, at its sole discretion, offer to buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

- a. 25 years or more of creditable service in his/her respective pension.
- b. Age 55 or older.
- c. 100 or more accrued unused sick days.
- d. Hired before December 1, 1987.

16.3 The City shall not buy back days so as to deplete the employee’s accrual of sick days below the level of one hundred (100) days on the date of buy back.

16.4 The employee shall have the right to refuse the decision of the City to buy back a portion of his/her sick days if such would create a hardship on the employee or irreparable harm based on factual considerations.

16.5 A retiring employee shall be permitted to take a lump sum retirement benefit in up to three (3) installments, at the retiree's sole option. Said installments may be taken by the retiree, on the first pay of each quarter, however, not over a period in excess of eighteen (18) months from separation from services.

ARTICLE 17 – INJURY LEAVE

17.1 Whenever an employee subject to this contract is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his/her duty, he/she shall be entitled to injury leave with full pay, at the rate of pay in existence at the time of his/her injury, for a maximum aggregate period of one (1) year commencing with the date of such injury, or before (1) one year if he/she has been accepted for retirement by the Public Employees Retirement Pension System. Any payments of temporary disability insurance by the City or its Workmen's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If the injury, illness, or disability continues beyond one (1) year, he/she shall be paid on the basis of his accumulated sick leave.

17.2 The City, or its Worker's Compensation Insurance Carrier, shall pay hospital, medical and surgical expenses incurred by any member of the Union who is injured in the performance of his/her duties.

17.3 Injury leave shall be granted provided the employee:

- a. Presents evidence that he/she is unable to work, in the form of a certificate from a reputable physician forwarded to the Department Head within forty-eight (48) hours of the injury.
- b. Reports when requested, for an examination by a physician appointed by the City or its Worker's Compensation Insurance carrier.

17.4 An employee on injury leave must be available to be contacted during the hours which constitute his/her normal daily work schedule. Failure to be available, will subject the employee to disciplinary action.

17.5 All injury leaves shall terminate when the physician appointed by the City or the Worker's Compensation Insurance Carrier reports in writing that the employee is fit for duty.

17.6 An employee will be removed from injury leave and charged sick leave:

- a. If the employee fails to report for a scheduled doctor's appointment.
- b. If in the opinion of the attending physician the employee is able to return to light or limited duty and fails to do so.

17.7 In the event the employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or the final decision of the last reviewing court shall be binding upon the parties.

ARTICLE 18 – MILITARY LEAVE

18.1 Military Training Leave – Employees who have been continuously employed by the City for at least one (1) full year and who are required to participate in annual field training by the Armed Forces of the United States or New Jersey shall, upon request, be granted military training leave. Weekend drills are not eligible for this leave. All military training leave is in addition to any other authorized paid leave of absence.

18.2 Military Duty Leave – Employees who are members of the National Guard or other component of the organized militia of the State shall be entitled to military duty leave with pay for a period of up to ninety (90) days in the aggregate in any one year if he is required to engage

in active duty in times of a state-declared emergency. The City will abide by the provisions of N.J.S.A. 38:23-1 and N.J.S.A. 38a:4-4.

18.3 Military Leave – Employees may be granted Military Leave if they are required to serve actively in any component of the Armed Forces of the United States in time of war or national emergency. Military Leave may extend to three (3) months after release from required Military Service. Sufficient proof of active military duty must be presented to the City Manager prior to requesting such leave.

- a. In cases of service-connected illness or wound which prevents an employee from returning to employment, such leave shall be extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the date of discharge.
- b. An employee who voluntarily continues in the military service beyond the time when he/she may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission, shall be considered as having abandoned his/her employment and resigned.

The City will abide by the provisions of N.J.S.A. 38:23-1 and N.J.S.A. 38a:4-4.

ARTICLE 19 – FUNERAL LEAVE

19.1 In the event of a death occurring in the “immediate family” of a full-time member of the Union, the member shall be granted three (3) work days off without loss of pay or loss of any of his/her accumulated sick leave in accordance with the following:

19.2 “Immediate family” shall be defined to include: spouse, children, mother, father, brother, sister, grandparents, grandchildren, foster child, mother-in-law, father-in-law, brother-in-law, sister-in-law and relatives of the employee residing in the employee’s household.

ARTICLE 20 – LEAVES OF ABSENCE WITHOUT PAY

20.1 An employee may request a leave of absence without pay for periods not to exceed three (3) months at any one time for a maximum of six (6) months. Employee benefits shall not accrue to an employee during a leave of absence without pay. (See **20.4**)

20.2 Such leaves of absence may be renewed for an additional period, not to exceed six (6) months, only by formal approval of the City Council. No further renewal may be granted except upon the approval by the New Jersey Department of Personnel for reasons as established by Commission regulations.

20.3 Should an employee fail to return promptly after his/her leave of absence has expired, he/she will be considered to have resigned from his position.

20.4 The City shall provide up to twelve (12) weeks of Group Medical benefits to qualified employees while on a Leave of Absence without pay in accordance with the Federal Family Leave Act.

ARTICLE 21 – JURY DUTY & EMERGENCY LEAVE

21.1 Employees shall be given leave with pay when:

- a. Performing jury duty.
- b. Summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body unless the appearance is as an individual and not as an employee or other Officer of the City.
- c. Performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.

21.2 Any monies received by the employee for his/her appearance in situations outlined above shall be returned to the City, except when such monies are payment for transportation and/or meals.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.1 The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employee's morale.

22.2 A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union or by the City of specific provision of this Agreement.

22.3 No settlement of a grievance presented by an employee shall contravene any provisions of the Agreement, or applicable provisions of New Jersey Statutes.

22.4 Procedure:

a. The matter shall first be discussed orally with the employee's immediate supervisor within seven (7) calendar days of occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.

b. Within seven (7) calendar days from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing, to the Department Head who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within seven calendar days, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

c. Within seven (7) calendar days of the transmittal of the written answer by the Department Head, either party may then request a hearing before the City Manager. Either party may appeal the City Manager's ruling to the New Jersey Civil Service Commission or the Public Employment Relations Commission to provide arbitration service, or submit the grievance to the arbitration panel established by the Governor under the provisions of P.L. 1968, c.303 (New Jersey Employer-Employee Relations Act). The authority of the arbitrator shall be

limited to the interpretation and application of this Agreement. He/she shall have no right to add to or subtract from the Agreement. Upon written agreement between the parties, multiple grievances on the same or similar issues may be combined to present as a single arbitration. Furthermore, an arbitrator shall not hear any matters in which the primary jurisdiction is under the New Jersey State Civil Service Commission.

- 22.5** The decision of the arbitrator shall be final and binding on both parties.
- 22.6** Each party shall bear its own costs, but the cost of the arbitrator shall be borne by the parties, based upon the PERC filing date of the charge, according to the following:

Unsuccessful Party	70%
Successfully Party	30%

ARTICLE 23 – WORK STOPPAGES

23.1 Since adequate grievance procedures are provided in the Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeism or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City.

23.2 Nothing contained herein shall be deemed to diminish or modify any rights or remedies of any of the parties as contained in any laws or statutes or any regulations promulgated by a governmental agency.

ARTICLE 24 – MANAGEMENT RIGHTS

24.1 The Union recognizes that the City may not, by agreement delegate authority and responsibility which by law are imposed upon and lodged with the City.

24.2 The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the New Jersey Civil Service Commission to do the following:

- a. To direct employees of the City.
- b. To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge or take disciplinary action against employees.
- c. To make work assignments and work shift schedules.
- d. To relieve employees from duties because of lack of work, or other legitimate reasons.
- e. To maintain the efficiency of the City operations entrusted to them.
- f. To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE 25 – DUES DEDUCTIONS/AGENCY SHOP

25.1 The City shall deduct Union dues in accordance with State statutes and remit the sum so deducted to the Treasurer of the Union.

25.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the City shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount not greater than eighty-five (85%)

percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

25.3 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE 26 – UNION ACTIVITIES

26.1 The Union President or one (1) designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration. The President and one (1) union member shall be given time off with pay for collective bargaining meetings, inclusive of arbitration, provided that this time off is with applicable Department Head's permission and does not adversely affect the safe and efficient delivery of services.

ARTICLE 27 – NOTIFICATION OF OPEN/PROMOTIONAL POSITIONS

27.1 The City shall notify two (2) members of the Local's Negotiating Team, as designated by the Local, regarding any open position or promotional position, which positions are represented by the Local, a minimum of fifteen (15) calendar days prior to selecting an employee from sources other than candidates represented by the Local.

ARTICLE 28 – SEVERABILITY AND SAVINGS

28.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE 29 – DURATION

29.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 2008, and continue in effect until December 31, 2011. This Agreement shall continue in full force and effect until December 31, 2011. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

29.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

29.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

HACKENSACK WHITE COLLAR
EMPLOYEES O.P.E.I.U. LOCAL 32

E.J. Brack

NEGOTIATING COMMITTEE MEMBER

Dawn Chapman

Monica Logsdon

NEGOTIATING COMMITTEE MEMBER

Susan McHugh

NEGOTIATING COMMITTEE MEMBER

Allen Lyon

UNION REPRESENTATIVE

ATTEST:

J.D.C.

CITY OF HACKENSACK

Michael S. Nef

MAYOR

Nehru Neck

ATTEST: CITY CLERK

C.B.

CITY MANAGER

ATTEST:

D.E.C.

3-25-09

APPENDIX A – WHITE COLLAR

EFFECTIVE

BASE SALARY ADJUSTMENT

01-01-08	3.0% (Retroactive pay shall only be given to only those employees on the city's payroll as of December 1, 2008 to be eligible)
	(a) All employees making up to \$36,000.00 shall receive a \$1200.00 increase to base salary (retroactive to January 1, 2008 if the employee is on the City's payroll as of December 1, 2008 to be eligible).
	(b) All employees making in excess of \$36,000.00 shall receive the 3% increase set forth above (retroactive to January 1, 2008 if the employee is on the City's payroll as of December 1, 2008 to be eligible).
01-01-09	3.0%
01-01-10	3.0%
01-01-11	3.0%